

**GENERAL SERVICES ADMINISTRATION**



**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

**SPECIAL ITEM NUMBERS**

Special Item No. 132-33 PERPETUAL SOFTWARE LICENSE  
Special Item No. 132-34 MAINTENANCE OF SOFTWARE  
Special Item No. 132-50 CLASSROOM TRAINING  
Special Item No. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

**FSC CLASSES AND CATEGORY CODES:**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE  
FPDS CODE U012 - TRAINING COURSES FOR INFORMATION TECHNOLOGY  
SOFTWARE  
FPDS CODE D399 – IT PROFESSIONAL SERVICES

**CONTRACT NUMBER:** GS-35F-4645G

**CONTRACT PERIOD:** June 19, 2007 to June 18, 2012 (Option II)

**PRICE LIST CURRENT  
THROUGH MODIFICATION NO.:** PO-0055, Effective June 18, 2008



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Three Bala Plaza West  
Suite 700  
Bala Cynwyd, PA 19004  
Telephone Number: (610) 667-8600  
Fax Number: (610) 949-6799  
Web site: <http://www.primavera.com>**

*Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>*

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## INFORMATION FOR ORDERING OFFICES

### SPECIAL NOTICE TO AGENCIES:

#### Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS PREAMBLE**

Primavera Systems Inc. provides commercial products and services to the Federal Government, We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

#### COMMITMENT

To actively seek and partner with small businesses.

To identify, quality, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in *our* marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

Jody Mahon, Esq.  
(610)667-8600  
FAX: (610) 949-6737  
[jmahon@primavera.com](mailto:jmahon@primavera.com)

### 1. GEOGRAPHIC SCOPE OF CONTRACT

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

- ☒ [ X ] The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ [ ] The Geographic Scope of Contract will be overseas delivery only.
- ☐ [ ] The Geographic Scope of Contract will be domestic delivery only.

### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT ADDRESS

Primavera Systems, Inc.  
Three Bala Plaza  
Suite 700  
Bala Cynwyd, PA 19004  
Telephone: (610)667-8600  
Fax: (610) 667-7894

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold or oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

Below are the telephone number(s) that can be used by ordering agencies to obtain technical and/or ordering assistance.

Technical Assistance: (610) 668-3030  
Technical Assistance Expedition: (603) 253-8484  
Technical Assistance Suretrak: (610) 667-7100  
Ordering Assistance: (610) 660-5825

### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

#### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICES

Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS): 10-141-2955

Block 30: Type of Contractor – C – Large Business

Block 31: Woman-Owned Small Business – NO

Block 34: Reserved

Block 36: Contractor's Taxpayer Identification Number (TIN) 23-2241969

4a. CAGE Code: 68594

4b. Contractor has registered with the Central Contractor Registration Database

5. DESTINATION: FOB Destination

#### 6. DELIVERY SCHEDULE

(a) TIME OF DELIVERY. The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

ITEMS OR GROUPS OF ITEMS (SIN OR Nomenclature)	DELIVERY TIME DAYS (ARO)
132-33	30
132-34	30
132-50	Upon agreement between Primavera Systems, Inc and the ordering activity
132-51	Upon agreement between Primavera Systems, Inc and the ordering activity

EXPEDITED DELIVERY TIMES. For those items that can be delivered quicker than the delivery times in paragraph A.

ITEMS OR GROUPS OF ITEMS (SIN OR Nomenclature)	DELIVERY TIME DAYS (ARO)
132-33	3 DAY
132-34	3 DAY
132-50	Upon agreement between Primavera Systems, Inc and the ordering activity
132-51	Upon agreement between Primavera Systems, Inc and the ordering activity

(b) URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirement of an ordering agency, agencies are encouraged, if time permits, to contact the contractor for the purpose of

obtaining accelerated delivery. The contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time in accordance with all other terms and conditions of the contract.

## **7. DISCOUNTS**

- a. Prompt Payment: 1 % - 20 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity Volume – See Pricing
- c. Dollar Volume - None
- d. Government Educational Institutions - None

## **8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979 as amended.

## **9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING**

No export packing

## **10. SMALL REQUIREMENTS**

The minimum dollar value of orders to be issued is \$100.00.

## **11. MAXIMUM ORDER**

All dollar amounts are exclusive of any discount for prompt payment.

- (a) The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
  - Special Item Number 132-33 – Perpetual Software Licenses
  - Special Item Number 132-34 – Maintenance of Software
  - Special Item Number 132-51 – Information Technology (IT) Professional Services
- (b) The Maximum Order value for the following Special item Numbers (SINs) is \$25,000:
  - Special Item Number 132-50 – Training Courses

## **12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

## **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their

availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

## 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

## 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

## 16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

## 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODC's (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.



- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## 19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

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Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## 20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

Following is a suggested Blanket Purchase Agreement format:

### BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Primavera Systems, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s): GS-35F-4645G

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

---

Ordering Activity

Date

---

Contractor

Date

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s): GS-35F-4645G, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
--------------------------	-----------------------------

_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
--------	------------------

_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

### **BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

## **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [www.primavera.com](http://www.primavera.com)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSE  
(SPECIAL ITEM 132-33) AND MAINTENANCE (SPECIAL ITEM 132-34) OF GENERAL  
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor can and shall only tender for acceptance those items that substantially conform to Contractor's published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any software that has been delivered. The Government may require repair or replacement of nonconforming software within the warranty period specified herein and in accordance with Contractor's warranty specified herein. The government must exercise its post acceptance rights (1) within the warranty period specified herein; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect on the software.

**2. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractors standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract

(1) Warranty. Primavera warrants that it has all necessary right, title, and power to enter into this Agreement and to grant the licenses and rights provided hereunder. Primavera also warrants, for the sole benefit of Licensee, that for ninety (90) days from the date of delivery of the initial purchase of Software (the "Warranty Period"): (a) the Licensed Software will perform substantially in accordance with the functional specifications in the User Documentation for the current version of the Licensed Software; and (b) the electronic media on which the Licensed Software is distributed are free from defects in materials and workmanship. The foregoing warranty is expressly conditioned on Licensee's observance of the operating procedures set forth in the User Documentation, and shall apply only to the most current version of the Licensed Software in the English language as issued by Primavera from time to time. The foregoing warranty shall not apply if the Licensed Software has been misused or damaged in any respect. Primavera further warrants that the Support Services, if any, as Primavera furnishes under this Agreement, shall be of a good and workmanlike quality.

(2) WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRIMAVERA DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, SUPPORT SERVICES, AND OTHER SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRIMAVERA DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

(3) Exclusive Remedy. The sole and exclusive remedy of Licensee for breach of the warranty set forth in Section (1) Warranty) is that Primavera shall, if it receives written notice of such breach during the Warranty Period, at its sole option, either: (a) correct or cure any reproducible defect in breach of such warranty within a reasonable time by issuing corrected instructions, a restriction, or a bypass; or (b) refund the license fees received by Primavera for the Software product at issue, or a prorated portion of the annual support services fee paid by Licensee for such product and terminate this Agreement with respect to such product. In the event Primavera furnishes a correction or cure pursuant to clause (a), Primavera shall warrant such correction or cure for the remainder of the original Warranty Period or sixty (60) days, whichever is longer.

(4) Limitation of Liability/Exclusion of Damages.

(a) The cumulative liability of Primavera to Licensee or any third party for all claims arising from or relating to this Agreement on any cause of action, including contract, negligence, strict liability, or other tort, shall not exceed (i) the total amount of the license fees paid by Licensee to Primavera for the Software products that are the subjects of such claims or, (ii) if the claim arises from the Support services or other services, Primavera's cumulative liability shall not exceed the Support services fees or other fees, as applicable, paid by Licensee to Primavera within the one-year period preceding such claim for the Support services for such Software product or other services. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

(b) EXCEPT FOR LICENSEE'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

PRIMAVERA LICENSE GRANTS AND SUPPLEMENTAL TERMS AND CONDITIONS FOR PRIMAVERA SOFTWARE LICENSES ARE DETAILED IN ATTACHMENT 1 - SCHEDULE A ("Primavera Systems, Inc.: LICENSE GRANTS AND SUPPLEMENTAL TERMS APPLICABLE TO SOFTWARE LICENSES FOR PRIMAVERA® PRODUCTS") OF THIS PRICELIST.

### **3. TECHNICAL SERVICES**

The contractor, without additional charge to the Government, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. Technical support telephone number for Primavera products is 610-668-3030. Technical support telephone number for ProSight products is 1-877-632-2278. Contractor's standard support hours are listed in Attachment 1.

### **4. SOFTWARE MAINTENANCE**

a. Software maintenance services are detailed in the product/service descriptions for SIN 132-34, Maintenance of Software.

b. Invoices for maintenance service will be submitted by the contractor once a year on a prepaid basis. After such period maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

### **5. PERIODS OF MAINTENANCE (132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time
- b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

### **6. UTILIZATION LIMITATIONS (132-33, AND 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **7. SOFTWARE CONVERSIONS**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

## **8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

Please go to [www.primavera.com](http://www.primavera.com) for equipment description and compatibility.

## **9. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL  
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

**6. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

**7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**8. FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

- d. The Contractor shall provide the following information for each training course offered:
- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

#### **9. "NO CHARGE" TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

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## **Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item 132-51)**

### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering office.

### **2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

### **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a

period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an

unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **16. DESCRIPTION OF IT SERVICES AND PRICING**

See Page 31.

**PRODUCTS AND SERVICES  
DESCRIPTION AND PRICES**

**SIN 132-33 PERPETUAL SOFTWARE LICENSE – Primavera Software  
Description and Prices**

<b>Primavera 6.0</b>				
<b>User Level</b>	<b>Single User Price</b>	<b>Maintenance</b>	<b>Licensing Type</b>	<b>Functionality/Components</b>
<b>Level 4</b> Power User Concurrent	\$3,385 5 licenses max	First year maintenance not included and must be purchased at 20% of the total software value	Concurrent	Project Management Client Web Project, Resource, Portfolios Advanced Portfolio & Capacity Planning
Power User Named	\$2,015		Named	Dashboards Collaboration Timesheets
<b>Level 3</b> Functional User	\$1,044	First year maintenance not included and must be purchased at 20% of the total software value	Named	Web Project, Resource, Portfolios Advanced Portfolio & Capacity Planning Dashboards Collaboration Timesheets
<b>Level 2</b> Contributor	\$399	First year maintenance not included and must be purchased at 20% of the total software value	Named	Web Project (Limited to Activity Updating) Collaboration Timesheets
<b>Level 1</b> Timesheet	\$101	First year maintenance not included and must be purchased at 20% of the total software value	Named	Timesheets

**Primavera 6.0 (continued)****Add On Components**

<b>Additional Components*</b>	<b>Single User Price</b>	<b>Maintenance</b>	<b>Licensing Type</b>	<b>Functionality/Components</b>
Contract Manager Concurrent	\$1,705  5 licenses max	First year maintenance not included and must be purchased at 20% of the total software value	Concurrent	Change & Contract Manager Solution
Contract Manager Named	\$1,249	First year maintenance not included and must be purchased at 20% of the total software value	Named	Change & Contract Manager Solution
Cost Manager	\$4,030	First year maintenance not included and must be purchased at 20% of the total software value	Named	Cost Manager will support an ANSI 748a compliant process
Contractor Standard 750 Activities	\$399	90 days Free only if purchased as single use. Maintenance not included when purchased as part of a large software package and must be purchased at 20% of the total software value	Machine	
Contractor Deluxe 2000 Activities	\$802	90 days Free only if purchased as single use. Maintenance not included when purchased as part of a large software package and must be purchased at 20% of the total software value	Machine	
Primavera® Charts	\$282	First year maintenance not included and must be purchased at 20% of the total software value	Named	Charts and Reports, Live View, Interact , Save Snapshots, Customize
Primavera® Charts Designer	\$685	First year maintenance not included and must be purchased at 20% of the total software value	Named	Charts and Reports, Live View, Interact , Save Snapshots, Customize, Create New

## Primavera 6.0 (continued)

\* Additional components can be purchased separately or as part of any User Level.

### GSA Discount Pricing

Software Total	Discount
Under \$10K	0%
\$10K-\$25K	5%
\$25K-\$50K	10%
\$50K-\$100K	15%
\$100-\$175K	20%
\$175K-\$250K	25%
\$250K+	Contract Pricing Only

### Upgrade from Primavera 5.0

<u>Type of Upgrade</u>	<u>Functionality Included</u>	<u>Cost</u>
Free with current maintenance	Primavera 6.0 enhancements based on Primavera 5.0 functionality in your current software. No new functions.	Free
Purchased	All new Primavera 6.0 functions	
	Upgrade to Level 3 or 4 before 12/31/07	\$480.00
	Upgrade to Level 3 or 4 after 12/31/07	\$721.00

### Terms and Conditions:

1. Same pricing across all verticals
2. First Year Maintenance is 20% of total software. It includes One Year of unlimited technical support, free updates and product enhancements
3. Annual maintenance is 20% of the list price. It includes One Year of unlimited technical support, free updates and product enhancements.
4. Annual Maintenance for Contractor Standard is \$111. Contractor Deluxe is \$159 per year. It includes One Year of unlimited technical support and product enhancements.
5. Freight is FOB destination for ground shipping. Expedited UPS 2-day and Overnight delivery is available at an extra cost. Cost will be added to the invoice as a separate line item.
6. Billing Terms are 1%/20, Net 30 days.
7. Concurrent user licenses, five licenses maximum, are only available for Architecture, Engineering & Construction (AEC) use.



<b>Legacy Products</b>					
<i>Product</i>	<i>Single Unit Price</i>	<i>1<sup>st</sup> Year Maintenance</i>	<i>Licensing Type</i>	<i>Annual/Recurring Maintenance</i>	<i>Required Functionality (Capabilities)</i>
P3 V3.1	\$ 2,412	Included		\$478.00 per user per year	Scheduling, planning & Control
SureTrak	\$ 315	Only 90 days included	Machine	\$111	Ideal for project and resource management of small to medium-sized projects. Simple planning. Easy updating. Streamlined analysis, web reporting and graphics.

**Terms and Conditions:**

- All prices are in US Dollars
- Prices for Project Planner include one year of hotline support, free updates and product enhancements.
- Annual Recurring Maintenance includes One Year of unlimited technical support
- Freight is FOB Destination for ground shipping. Expedited UPS 2-Day and Overnight delivery available at an extra cost. Cost will be added to invoice.
- Billing terms are 1%/20, net 30 days.

**SIN 132-33 PERPETUAL SOFTWARE LICENSE – ProSight Software****Description and Prices**

<b>SIN</b>	<b>Part Number</b>	<b>Product Category</b>	<b>Product Description</b>	<b>License Fee</b>
	<b>Table 1</b>			
132-33	PRST-BNDL-25	Bundles -ProSight Server and Full- use Licenses	Bundles - ProSight Server and 25 Full-use Licenses Seats	\$61,512.00
132-33	PRST-BNDL-50	Bundles -ProSight Server and Full- use Licenses	Bundles - ProSight Server and 50 Full-use Licenses Seats	\$84,480.00
132-33	PRST-BNDL-100	Bundles -ProSight Server and Full- use Licenses	Bundles - ProSight Server and 100 Full-use Licenses Seats	\$129,360.00
132-33	PRST-BNDL-250	Bundles -ProSight Server and Full- use Licenses	Bundles - ProSight Server and 250 Full-use Licenses Seats	\$257,840.00
132-33	PRST-BNDL-500	Bundles -ProSight Server and Full- use Licenses	Bundles - ProSight Server and 500 Full-use Licenses Seats	\$454,520.00
		<b>Notes:</b>		
		1. In most cases, these bundles will be the foundation of the lowest cost configuration.		
		2. You may add additional user licenses (“seats”) to the bundle using the table in section 3 (below).		
		3. It is sometimes cheaper to buy the next larger bundle size, rather than add seats to a smaller bundle.		
	<b>Table 2A</b>			
132-33	PRST-FTPPM-ADD-25	Bundles Add-ons - FT PPM	Bundles Add-ons - ProSight Fast Track for Project Portfolio Management (PPM) 25 Full-use Licenses Seats	\$10,012.50
132-33	PRST-FTPPM-ADD-50	Bundles Add-ons - FT PPM	Bundles Add-ons - ProSight Fast Track for Project Portfolio Management (PPM) 50 Full-use Licenses Seats	\$14,850.00
132-33	PRST-FTPPM-ADD-100	Bundles Add-ons - FT PPM	Bundles Add-ons - ProSight Fast Track for Project Portfolio Management (PPM) 100 Full-use Licenses Seats	\$20,250.00
132-33	PRST-FTPPM-ADD-250	Bundles Add-ons - FT PPM	Bundles Add-ons - ProSight Fast Track for Project Portfolio Management (PPM) 250 Full-use Licenses Seats	\$22,050.00
132-33	PRST-FTPPM-ADD-500	Bundles Add-ons - FT PPM	Bundles Add-ons - ProSight Fast Track for Project Portfolio Management (PPM) 500 Full-use Licenses Seats	\$34,912.50
132-33	PRST-FTAPM-ADD-25	Bundles Add-ons - FT APM	Bundles Add-ons - ProSight Fast Track for Application Portfolio Management (APM) 25 Full-use Licenses Seats	\$10,012.50
132-33	PRST-FTAPM-ADD-50	Bundles Add-ons - FT APM	Bundles Add-ons - ProSight Fast Track for Application Portfolio Management (APM) 50 Full-use Licenses Seats	\$14,850.00
132-33	PRST-FTAPM-ADD-100	Bundles Add-ons - FT APM	Bundles Add-ons - ProSight Fast Track for Application Portfolio Management (APM) 100 Full-use Licenses Seats	\$20,250.00

SIN	Part Number	Product Category	Product Description	License Fee
132-33	PRST-FTAPM-ADD-250	Bundles Add-ons - FT APM	Bundles Add-ons - ProSight Fast Track for Application Portfolio Management (APM) 250 Full-use Licenses Seats	\$22,050.00
132-33	PRST-FTAPM-ADD-500	Bundles Add-ons - FT APM	Bundles Add-ons - ProSight Fast Track for Application Portfolio Management (APM) 500 Full-use Licenses Seats	\$34,912.50
132-33	PRST-BRG-SVR-ADD	Bundle Add-ons - Bridge (1 Server)	Bundles Add-ons - Bridge - 1 Server	\$9,750.00
132-33	PRST-BRG-SVR2-ADD	Bundle Add-ons - Bridge (2+ Servers)	Bundle Add-ons - Bridge - 2+ Servers	\$19,500.00
132-33	PRST-OPT-ADD	Bundle Add-ons - Optimize	Bundle Add-ons - Optimize - 5 Pack	\$19,575.00
		<b>Table 2A Notes:</b>		
		1. "Total Seats" refers to the number of user licenses in the accompanying bundle, plus any additional user licenses the customer may already own and intends to use with the add-on.		
		2. "FT PPM" = ProSight Fast Track for Project Portfolio Management		
		3. "FT APM" = ProSight Fast Track for Application Portfolio Management		
		4. "Bridge" = ProSight Bridge for Microsoft Project Server 2003		
		5. Bridge pricing is based on the number of MS Project Servers that will be connected to the ProSight Server via the Bridge.		
	<b>Adding ProSight PROPOSE to a Bundle</b>			
		<b>Customers purchasing PROPOSE on the same order as on of the license bundles in Table 2 above may deduct 10% off of the PROPOSE price shown in Section 7.</b>		
	<b>Table 3</b>			
132-33	PRST-USR-49	ProSight Full Named User License	ProSight User Licenses - 10-49 users (price per user)	\$1,164.35
132-33	PRST-USR-99	ProSight Full Named User License	ProSight User Licenses - 50-99 users (price per user)	\$1,048.28
132-33	PRST-USR-249	ProSight Full Named User License	ProSight User Licenses - 100-249 users (price per user)	\$989.88
132-33	PRST-USR-499	ProSight Full Named User License	ProSight User Licenses - 250-499 users (price per user)	\$931.48
132-33	PRST-USR-500	ProSight Full Named User License	ProSight User Licenses - 500+ users (price per user)	\$873.08
		<b>Table 3 Notes:</b>		
		1. Customer may purchase user licenses at these prices at any time; purchasing a bundle is not necessary.		
		2. The quantity discount is determined by the total number of user licenses on a single order, including user licenses that are part of a bundle.		
		3. Example: Customer wants to purchase a 50-seat bundle and 25 additional user licenses. Customer may purchase the 25 additional licenses at the 75-seat price because it is on the same order.		

SIN	Part Number	Product Category	Product Description	License Fee
	<b>Table 4</b>			
132-33	PRST-SVR	ProSight Server License	ProSight Server Licenses - Initial Server	\$41,800.00
132-33	PRST-SVR-ADD	ProSight ADDITIONAL Server License	ProSight Server Licenses - EACH ADDITIONAL Server	\$8,800.00
		<b>Notes:</b>		
		1. This price allows installation of the ProSight Portfolios application <i>for production use</i> on one Server only. Customer may also install a development server instance.		
		2. Generally, new installations will save by buying a bundle described in Section 1.		
		3. Additional Server licenses <i>for production use</i> may be purchased as specified for each additional Server.		
		4. IMPORTANT NOTE concerning multiple servers for enhanced performance: ProSight permits deployment across multiple servers in a network load-balanced environment. Each server deployed in production as part of such a configuration requires a server license.		
	<b>Table 5</b>			
132-33	PRST-FTRK-PPM-25	ProSight Fast Track PPM	ProSight Fast Track for Project Portfolio Management (PPM) with 10-25 Users	\$10,005.00
132-33	PRST-FTRK-PPM-100	ProSight Fast Track PPM	ProSight Fast Track Project Portfolio Management (PPM) with 26-100 Users	\$14,880.00
132-33	PRST-FTRK-PPM-250	ProSight Fast Track PPM	ProSight Fast Track Project Portfolio Management (PPM) with 101-250 Users	\$22,275.00
132-33	PRST-FTRK-PPM-500	ProSight Fast Track	ProSight Fast Track Project Portfolio Management (PPM) with 251-500 Users	\$29,700.00
132-33	PRST-FTRK-PPM-1000	ProSight Fast Track PPM	ProSight Fast Track Project Portfolio Management (PPM) with 501+ Users	\$44,460.00
132-33	PRST-FTRK-APM-25	ProSight Fast Track APM	ProSight Fast Track for Application Portfolio Management (APM) with 10-25 Users	\$10,005.00
132-33	PRST-FTRK-APM-100	ProSight Fast Track APM	ProSight Fast Track for Application Portfolio Management (APM) with 26- 100 Users	\$14,880.00
132-33	PRST-FTRK-APM-250	ProSight Fast Track APM	ProSight Fast Track for Application Portfolio Management (APM) with 101- 250 Users	\$22,275.00
132-33	PRST-FTRK-APM-500	ProSight Fast Track APM	ProSight Fast Track for Application Portfolio Management (APM) with 251- 500 Full Named Users	\$29,700.00
132-33	PRST-FTRK-APM-1000	ProSight Fast Track APM	ProSight Fast Track for Application Portfolio Management (APM) with 501+ Users	\$44,460.00

SIN	Part Number	Product Category	Product Description	License Fee
		<b>Notes:</b>		
		1. The price of either Fast Track for PPM or Fast Track for APM is determined by the number of users for the Fast Track.		
		2. This price permits the installation of the Fast Track product on <i>one</i> production ProSight server only.		
		3. The purchase of a ProSight Fast Track does not eliminate the scope or cost of ProSight Professional Services for the initial engagement. A specific Statement of Work (SoW) is required to implement a ProSight Fast Track.		
	<b>Table 6</b>			
132-33	PRST-FTRK-CB10-75	ProSight Fast Track for CPIC Budgeting BY 2010 (CPIC)	ProSight Fast Track for CPIC Budgeting BY 2010 (CPIC) - 10-75 Total Seats	\$48,020.00
132-33	PRST-FTRK-CB10-76	ProSight Fast Track for CPIC Budgeting BY 2010 (CPIC)	ProSight Fast Track for CPIC Budgeting BY 2010 (CPIC) - 76+ Total Seats	\$97,020.00
		<b>Notes:</b>		
		1. The price of Fast Track CPIC is determined by the number of users for the Fast Track solution.		
		2. These prices permit the installation of the Fast Track product on <i>one</i> production ProSight server only.		
		3. Fast Track CPIC is offered for a specified Budget Year. They must be repurchased for each designated budget year. They include periodic updates throughout the designated budget year as OMB guidance changes.		
		4. Fast Track CPIC includes ProSight configuration and XML export utility.		
		5. The purchase of a ProSight Fast Track does not eliminate the scope or cost of ProSight Professional Services for the initial engagement. A specific SoW is required to implement a ProSight Fast Track.		

SIN	Part Number	Product Category	Product Description	License Fee
	<b>Section 7</b>			

132-33	PRST-FTRK-CPIC-EVIA-10	ProSight Fast Track for Earned Value Investment Analysis BY 2010 (EVIA)	ProSight Fast Track for Earned Value Investment Analysis BY 2010 (EVIA) (Annual Subscription)	\$14,700.00
		<b>Section 7 Notes:</b>		
		1. EVIA requires that Fast Track for CPIC Budgeting for BY 2010 is installed.		
		2. There is no unique "export utility" for EVM reporting. EVM reporting is accomplished via spreadsheet export capability in ProSight.		
		3. There is no user count charge for EVIA. The number of users authorized to use Fast Track for CPIC Budgeting BY 2010 may use EVIA.		
		4. ProSight offers EVIA for each Budget Year. Each BY version is only valid for that BY.		
	<b>Section 8</b>			
132-33	PRST-PROPOSE	ProSight Propose	ProSight Propose License - price per license	\$24,500.00
		<b>Section 8 Notes:</b>		
		1. A Propose license entitles the customer to unlimited numbers of idea submissions from anyone within the enterprise.		
		2. There is no system administration of accounts and logins for Propose users. From the perspective of ProSight, they are anonymous users.		
		3. A Propose license entitles the customer to create and deploy any number of forms for idea capture. The forms may place the captured ideas in any number of portfolios.		
		4. Propose forms may be embedded in any website, such as a corporate intranet or extranet website.		
		5. Propose is not intended for on-going proposal development, such as a business case. An idea may be submitted, but after submission cannot be reviewed by the submitter. A submitter may not go back and edit a previous submission.		
		6. Regular maintenance charges apply to the total license fee.		
		7. See "Bundles" section for bundle discounting of Propose.		
	<b>Table 9</b>			
132-33	PRST-BRIDGE	ProSight Bridge for MS Project Server 2003	ProSight MS Project Server 2003 Bridge - One MS Project Server Connected	\$11,960.00
132-33	PRST-BRIDGE-2	ProSight Bridge for MS Project Server 2003	ProSight Bridge for MS Project Server 2003 - Two or more MS Project Servers Connected	\$23,920.00
		<b>Table 9 Note:</b> The Bridge for Microsoft Project Server 2003 requires a Professional Services engagement for installation and testing.		

SIN	Part Number	Product Category	Product Description	License Fee
	<b>Table 10</b>			
132-33	PRST-OPT-5	ProSight Optimize	ProSight Optimize - OPTIMIZE 5 User Pack	\$17,940.00
132-33	PRST-OPT-ADD	ProSight Optimize	ProSight Optimize - OPTIMIZE Add-on User	\$3,588.00
		<b>Table 10 Notes:</b>		
		1. The minimum purchase of Optimize is one 5-user Pack.		
		2. The cost of Optimize is discounted when ordered with a bundle (see Section 2).		
		3. The 5 User Pack includes 5 Full Named User Optimize licenses and initial training valued at \$1 ,000.		
		4. The number of Optimize licenses may not exceed the number of ProSight user licenses.		
	<b>Table 11</b>			
132-33	PRST-TELE	ProSight Telelogic Bridge	ProSight Telelogic System Architect Bridge - One Telelogic System Architect Server Connected	\$6,750.00
		<b>Table 11 Notes:</b>		
		1. Because of the way users can impact data in ProSight from Telelogic System Architect, every user of System Architect must have either a Full-Use or Forms-only ProSight license. The customer should have an equivalent number of Telelogic System Architect and ProSight licenses.		

<b>SIN 132-34 MAINTENANCE OF SOFTWARE – Primavera Software Description and Prices</b>
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The maintenance price list for all Primavera Software Products is on an annual basis.

**Terms and Conditions for 6.0 User Levels 1-4, Contract Manager, Cost Manager, Primavera® Charts and Primavera® Charts Designer**

- First Year Maintenance is not included and must be purchased with the software at 20% of purchase price.
- Annual Maintenance is 20% of the total purchase price.
- Maintenance includes one year of unlimited technical support, free updates and product enhancements.

**Terms and Conditions for Contractor Standard**

- If purchased as a single use, 90 days free maintenance.
- Annual maintenance is \$111
- If purchased as part of a large software package, first year maintenance must be purchased at 20% of the total purchase price.
- Annual maintenance is 20% of the total purchase price.
- Maintenance includes one year of unlimited technical support and product enhancements.

**Terms and Conditions for Contractor Deluxe**

- If purchased as a single use, 90 days free maintenance.
- Annual Maintenance is \$159.
- If purchased as part of a large software package, first year maintenance must be purchased at 20% of the total purchase price.
- Annual maintenance is 20% of the total purchase price.
- Maintenance includes one year of unlimited technical support and product enhancements.



**SIN 132-34 MAINTENANCE OF SOFTWARE – ProSight Software  
Description and Prices**

132-34	PRST-MNTC	ProSight Software Maintenance	ProSight Annual Maintenance	18% of Total License Fees
132-34	OPT-MNTC	ProSight Optimize Software Maintenance	ProSight Annual Maintenance	18% of Total License Fees
132-34	PROP-MNTC	ProSight Propose Software Maintenance	ProSight Propose Annual Maintenance	18% of Total License Fees
132-34	BRIDGE-MNTC	ProSight MS Project Server 2003 Bridge Software Maintenance	ProSight MS Project Server 2003 Bridge Annual Maintenance	18% of Total License Fees
132-34	TELE-MNTC	ProSight Telelogic System Architect Bridge Software Maintenance	ProSight Telelogic System Architect Bridge Annual Maintenance	18% of Total License Fees
	The Maintenance Fee is of the total Software Fees charged to the Customer.			

**ProSight Engagement Director** Coordinates all aspects of customer implementations in specified product area or vertical market. \$220.05

**ProSight Engagement Manager** Senior business consultant with 8+ years of relevant experience. \$210.00  
 Qualified to manage enterprise level process change and efforts involving teams of multiple consultants.  
 Provides a focal point in managing the client relationship and ensuring overall project success.

**ProSight Business Consultant** Business consultant with 3+ years of relevant experience. \$200.00  
 Qualified to perform full cycle implementation of project and process management. -- Requirements definition, scope estimation, work group facilitation, tool configuration, process definition, project structure design, user guidance, customized training development.

**ProSight Technical Consultant** \$200.00

Notes:

1. *Proposals and Statement of Work (SoW) are developed by Professional Services and approved by a Professional Services Director.*

2. *Each Data Services Engagement requires a separate SoW, depending upon the scope of work required.*

*a. One Time Data Transforms are initial data import to populate ProSight Portfolios, with no requirement for future or subsequent data import. The price will be based upon the quantity programmatic error handling and complexity of data manipulation.*

*b. Recurring Data Transforms are “re-occurring” data import to populate ProSight Portfolios, which is usually manually triggered or via a schedule. The price will be based upon the quantity programmatic error handling and complexity of data manipulation.*

*c. Maintenance contract not available; support will require separate negotiation.*

<b>SIN 132-50 TRAINING Description and Prices</b>
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**I. ON SITE TRAINING****CONSULTANT:**

**Training Consultant     \$ 2,818 per day**

**COURSE TITLES:****Primavera P6**

Course 101 - Primavera Web Project Management Basic Course  
Course 102 - Client/Server Project Management Basic Course  
Course 106-P - Client/Server Advanced Project Management Course  
Course 106-R - Client/Server Advanced Resource Management Course  
Course 106-A - P6 Administration Advanced Topics  
Course 107 - Primavera Web Resource Management Course  
Course 108 - Migrating from P3 to P6 Course

**Primavera Contract Manager**

Course E202 - Primavera Contract Manager Course

**Primavera Contractor**

Course 700 - Primavera Contractor Course

**Primavera P3**

Course 601 - Planning and Scheduling with Primavera Project Planner® (P3®) Course  
Course 602 - Resource & Cost Analysis with Primavera Project Planner® (P3®) Course  
Course 603 - Managing Project Data with Primavera Project Planner® (P3®) Course

**Primavera SureTrak Project Manager**

Course 401 - Introduction To SureTrak® Project Manager Course

**Primavera Cost Manager**

Course CM100 - Primavera Cost Manager Course

**Terms and Conditions:**

- All prices are in U.S. Dollars.
- Course listing is current as of 1/1/2008. Please visit [www.primavera.com](http://www.primavera.com) for a current listing of course offerings and descriptions.
- Course lengths vary. Courses currently range from 1-3 days. Please visit [www.primavera.com](http://www.primavera.com) to confirm course lengths.
- We recommend that the classroom be set up with one PC per student, 15 students per class.
- *Cost:* \$2797 per day plus expenses (airfare, lodging, meals, and incidental expenses)
- Expenses are billed at per diem rates.

## II. WEB BASED TRAINING

**Course 101  
Web-Based Training**

Number of Users	Unit Price	Extended Price
1	\$ 195	\$ 194
25	\$ 185	\$ 4,608
100	\$ 171	\$ 16,975
250	\$ 147	\$ 36,375
500	\$ 127	\$ 63,050
1000	\$ 117	\$116,400

**Course 102  
Web-Based Training**

Number of Users	Unit Price	Extended Price
1	\$ 245	\$ 243
25	\$ 225	\$ 5,578
100	\$ 206	\$ 20,370
250	\$ 185	\$ 46,075
500	\$ 166	\$ 82,450
1,000	\$ 147	\$145,500

**Course 107  
Web-Based Training**

Number of Users	Unit Price	Extended Price
1	\$ 195	\$ 194
25	\$ 185	\$ 4,608
100	\$ 171	\$ 16,975
250	\$ 147	\$ 36,375
500	\$ 127	\$ 63,050
1,000	\$ 117	\$116,400

**Timesheet  
Web-Based Training**

Number of Users	Unit Price	Extended Price
1	\$ 34	\$ 34
100	\$ 31	\$ 3,104
500	\$ 27	\$ 13,580
1000	\$ 24	\$ 24,250
2,500	\$ 19	\$ 48,500
5,000	\$ 15	\$ 72,750
10,000	\$ 10	\$ 97,000

**Team Member  
Web-Based Training**

Number of Users	Unit Price	Extended Price
1	\$ 58	\$ 58
100	\$ 53	\$ 5,335
500	\$ 49	\$ 24,250
1000	\$ 44	\$ 43,650
2,500	\$ 39	\$ 97,000
5,000	\$ 34	\$ 169,750
10,000	\$ 29	\$ 291,000

Terms and Conditions:

- All prices are US Dollars.
- Access is for one full year.
- Renewal is on a subscription basis. There is no maintenance for the continuation of the Web-Based Training.
- No Minimum signup requirement.

<b>SIN 132-51 IT PROFESSIONAL SERVICES – Primavera Software</b> <b>Description and Prices</b>
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<b><u>Labor Category</u></b>	<b><u>Description/Qualifications</u></b>	<b><u>Hourly Rate (\$)</u></b>
<b>Application Consultant</b>	<p>Business consultant with 2+ years relevant experience.</p> <p>Qualified to provide detailed product knowledge transfer. Provides project control support and staff coaching and mentoring and/or staff augmentation.</p>	\$181
<b>Implementation Consultant</b>	<p>Business consultant with 3+ years of relevant experience.</p> <p>Qualified to manage enterprise level process change and efforts involving teams of multiple consultants.</p> <p>Provides a focal point in managing the client relationship and ensuring overall project success.</p>	\$214
<b>Senior Technical Consultant</b>	<p>Technical consultant (both Integration and Installation) with 5+ years of relevant experience.</p> <p>Performs custom programming interfaces between 3<sup>rd</sup> party systems and Primavera products.</p> <p>Programming can be accomplished via Primavera SDK, API, SBL, Java and/or Vignette.</p> <p>Qualified to perform Primavera software installation and testing configuration.</p> <p>Provides network, operating system, and/or database troubleshooting</p>	\$222
<b>Project/Engagement Manager</b>	<p>Senior business consultant with 8+ years of relevant experience</p> <p>Qualified to manage enterprise level process change and efforts involving teams of multiple consultants.</p> <p>Provides a focal point in managing the client relationship and ensuring overall project success.</p>	\$222

\* Installations are limited to Primavera Products only. Installation of non-Primavera products (Citrix, NT Server, Oracle, SQL Server, etc.) is the responsibility of the client.

Above rates do not include expenses. Expenses are invoiced at cost.

<b>ATTACHMENT I - SOFTWARE LICENSE AGREEMENT</b>
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## LICENSE GRANTS AND SUPPLEMENTAL TERMS APPLICABLE TO SOFTWARE LICENSES

**Definitions.** The terms below will have the following meanings when used in this Agreement:

**"Agreement"** includes this Schedule A and any Order(s), Exhibits, Schedules, Appendices and other attachments executed pursuant to this Agreement.

**"API"** means an application programming interface, together with its related User Documentation, for a software product in the Licensed Software.

**"Business Third Party"** means any third-party identifiable individual who requires access to the Software in connection with the operation of Licensee's business, including consultants and contractors.

**"Computer Network"** means any combination of two or more computers (one of which must be a network server) owned, leased or otherwise controlled by Licensee that are electronically linked and capable of sharing the use of a single software program.

**"Concurrent User"** means one of several individuals permitted to access and use a shared copy of the Software subject to the restrictions of Section 1.b. below. Each shared copy of the Software may be used by only one Concurrent User at any given time.

**"Licensed Software" or "Software"** means the software products in object code form, and any API delivered with the software products, as specified in one or more Order(s) issued pursuant to this Agreement, including any future releases, enhancements or modifications which may be furnished to Licensee under this Agreement.

**"Licensee"** means the purchaser of Licensed Software.

**"Licensor"** and "Primavera" means Primavera Systems, Inc.

**"Location"** means the address(es) set forth in the applicable Order(s) at which Licensee conducts business, is staffed by Licensee employees, and at which server Software is installed. Licensee may modify Location(s) by providing prior written notice to Primavera.

**"Named User"** means a specific individual designated by Licensee to either (i) use one copy of the Software or (ii) have access to the Software in object code form on a Computer Network subject to the restrictions in Section 1.a. below.

**"Order(s)"** means the order form(s), price quotations and/or purchase order(s), singly and collectively, pursuant to which Licensee purchases software licenses, software maintenance and services under this Agreement.

**"User Documentation"** means the on-line and printed materials furnished by Primavera to Licensee describing the operation of the Licensed Software, including but not limited to the reference manuals and user guides.

**"Users"** means the employees and Business Third Parties using the Software within or on behalf of Licensee's organization that are identified by Licensee in writing on a list maintained by Licensee.

### 1. License Grant.

- a. If the applicable Order indicates that the Licensed Software is licensed on a **Named User** basis, the following license grant applies: in consideration of the payment of the license fees set forth herein, Primavera grants to Licensee a perpetual, nonexclusive, nontransferable Named User license to use the Software in accordance with the terms and conditions of this Agreement. Pursuant to this Named User license, Primavera grants to Licensee a non-exclusive right for specific Named Users to use one copy of the Software on a single stand alone computer (i.e., with a single CPU) owned, leased, or otherwise controlled by Licensee, or on a Computer Network. Primavera does not grant Named User licenses for use or sharing by more than one specific individual, even if that use is not concurrent, unless a separate license is purchased for each additional individual using the Software. A copy of the Software stored on hard disk on a network server for the sole purpose of use by network workstations is not deemed to be in use on the network server. The Software may be used solely to serve the Licensee's internal business purposes. This license shall be to use the machine-readable object code only, and shall exclude any source code. Only Named Users shall have the right to use the Software, and Licensee agrees to establish a reasonable mechanism to assure that only Named Users are using the Software and that the number of Named Users does not exceed the number of licenses as identified in the applicable Order(s) hereto.
- b. If the applicable Order states that the Licensed Software is licensed on a **Concurrent User** basis, the following license grant applies: in consideration of the payment of the license fees set forth herein, Primavera grants to Licensee a perpetual, nonexclusive, nontransferable Concurrent User license to use the Software in accordance with the terms and conditions of this Agreement. Pursuant to this Concurrent User license, Primavera grants to Licensee a non-exclusive right to use one copy of the Software on a Computer Network. A copy of the Software that resides on a network server for the sole purpose of use by network workstations is not deemed to be in use on the network server, and therefore does not require an additional license. The Software may be used solely to serve the Licensee's internal business purposes. This license shall be to use the machine-readable

object code only, and shall exclude any source code. The number of individuals concurrently using the Software may not exceed the number of Concurrent Users licensed hereunder, and Licensee agrees to establish a reasonable mechanism to assure that this limit is not exceeded.

## 2. Scope of Rights.

- a. **User Licenses.** Licensee shall have the right to: (i) install the Software on a network server owned, leased, or otherwise controlled by Licensee at the Licensee Location for the sole purpose of running it on an internal computer network at the Licensee Location and at such other locations as may be set forth in the applicable Order(s); (ii) permit use of the Software solely in object code form by no more than the number of Users set forth in the applicable Order; and (iii) administer the Software such that reasonable changes are allowed to the Users of the Software to provide for corresponding changes in personnel or Business Third Parties.
- b. **Business Third Parties.** Business Third Parties may access and use the Software as Business Third Parties, but only if (i) each such Business Third Party and his or her employer executes a confidentiality agreement in accordance with Section 9 hereof (Confidentiality), (ii) each Business Third Party is listed as a User, (iii) the Business Third Parties do not use the Software to operate or manage their own business or the business of their employer. Licensee shall accept responsibility for the acts and omissions of such Business Third Parties and shall indemnify Primavera against losses or damages arising from their breach of the terms hereof.
- c. **Archival Copies and Recordkeeping.** Licensee may make a reasonable number of copies of the Software in object code form for storage at Licensee's location for non-productive backup purposes only, provided that Primavera's proprietary legends and copyright notices are reproduced on any such copy. Licensee may, after notification to and consent of Primavera, which shall not be unreasonably withheld, store one (1) such backup copy of the Software at a third-party disaster recovery facility, provided that such third party agrees in writing to abide by the terms and conditions of this Agreement. Licensee shall maintain complete and accurate records in sufficient detail to determine the location of all copies, including archival copies, of the Software, and the number and identity from time to time of all Users (including Business Third Parties).
- d. **User Documentation.** Licensee may print, reproduce and distribute as many copies of the electronic version of the User Documentation as it reasonably requires in support of its use of the Software. Licensee may not reproduce the printed versions of the User Documentation it obtains from Primavera. If Licensee wishes to obtain additional printed copies of the User Documentation in addition to the standard number provided by Primavera, Licensee may order additional copies of the User Documentation at Primavera's published rates. Licensee may not modify, customize, reproduce, distribute, or adapt any portion of the User Documentation, except as authorized herein or expressly authorized by Primavera in writing.

## 3. Fees and Payments.

- a. In consideration of the rights and licenses to the Software granted to Licensee in this Agreement, Licensee shall pay to Primavera or a representative designated in writing by Primavera the license fee set forth in the applicable **Order(s)**, for the purchase of Software licenses.
- b. Prices do not include shipping charges. Licensee agrees to pay Primavera all applicable shipping and freight charges in connection with delivery of the Software.
- c. Licensee is solely responsible for installation of the Software and for acquisition of such equipment and software as may be necessary for operation of the Software. As installation and training services require specialized knowledge, Licensee may elect to purchase these services separately from Primavera at Primavera's then-current professional services and training rates.

## 4. Reservation of Rights.

Licensee acknowledges and agrees that the Software is proprietary to Primavera and is protected under United States copyright laws, other applicable copyright laws, and international treaty provisions. Licensee further acknowledges and agrees that the entire right, title and interest in and to the Software, and all modifications and enhancements thereof, including associated intellectual property rights, shall remain the property of Primavera. In the event Licensee makes suggestions to Primavera regarding new features, functionality, or performance that Primavera adopts for the Software, such new features, functionality, or performance shall become the sole and exclusive property of Primavera, free from any restriction imposed upon Primavera by the provisions of Section 9 (Confidentiality). Primavera retains all rights not expressly granted.

## 5. Prohibited Activities.

- a. Licensee shall not, and shall not permit any Business Third Party to:
  - i. use, copy, modify, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as authorized herein or expressly authorized by Primavera in writing;
  - ii. decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Software;



- iii. transfer, loan, lease, assign, rent, or sublicense the Software. Licensee may, with Primavera's prior written consent, transfer the Licensed Software to another party so long as such party enters into a version of this Agreement reasonably acceptable to Primavera and pays Primavera a reasonable administrative fee intended to cover attendant costs;
  - iv. permit operation of the Licensed Software for service bureau work, for time-sharing arrangements, or for the benefit of any third party, except as expressly authorized by Primavera in writing;
  - v. publish the results of benchmark tests of the Software;
  - vi. use the Licensed Software in controlling the operation of equipment in any nuclear facilities, aircraft navigation, communications or air traffic control, mass transit, medical equipment or weapons systems, or in any other inherently dangerous application in which the failure of the products could lead directly to death, personal injury, or severe physical or environmental damage;
  - vii. transfer the Software to a different location without prior written notification to Primavera;
  - viii. use the APIs to enable or permit the use of Licensed Software by more than the number of Users set forth in applicable Order(s) hereto, or otherwise to circumvent limitations under Sections 2.a. and 2.b. (Scope of Rights) of this Agreement, or in any other manner prohibited by the User Documentation accompanying the APIs; or
  - ix. use the Licensed Software or APIs to develop any software product that is competitive with any Primavera software product.
- b. Licensee's use of third party software products supplied by Primavera, if any, shall be subject to the foregoing restrictions. Licensee shall not, and shall not permit any Business Third Party to, use such third party software products in standalone mode or in combination with applications other than the Licensed Software.

**6. Indemnification.** Primavera shall defend or settle any claim made by a third party against Licensee that the Software infringes a United States patent or copyright, or any similar intellectual property right in the United States, and shall indemnify and hold Licensee harmless from and against all damages and expenses (including reasonable attorney's fees) arising from such a claim, provided that Licensee promptly notifies Primavera in writing of the claim, cooperates with Primavera, and allows Primavera sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Licensee agrees to permit Primavera to procure for the Licensee the right to continue to use the Software, or to modify or replace the Software to make it non-infringing. If Primavera determines that none of these alternatives is reasonably available, Licensee shall, upon written request from Primavera, return such products of the Software as are the subject of the infringement claim, and Primavera shall refund to Licensee the license fee paid by Licensee for such products. However, Primavera has no obligation of indemnity for any claim of infringement arising from Licensee's modification of the Software or its combination, operation, or use with any software, data, or equipment not specified by Primavera's technical documentation. **IN NO EVENT SHALL PRIMAVERA'S LIABILITY UNDER THIS SECTION 6 EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID BY LICENSEE HEREUNDER FOR THE PRODUCT THAT IS THE SUBJECT OF THE INFRINGEMENT CLAIM. THIS SECTION STATES PRIMAVERA'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

**7. Existing Licenses.** Primavera and Licensee agree that the terms of this Agreement shall not supersede or replace any other license agreements in effect between the parties for Primavera products other than the Software, including licenses in click-wrap form or accompanying shrink-wrapped kits previously purchased by Licensee, and all such prior license agreements shall remain in full force and effect.

**8. U.S. Government Restricted Rights.** If the Software is acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), it is provided with RESTRICTED RIGHTS. The Software and accompanying documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and "restricted computer software" pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display, or disclosure of the Software and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-14 (Alternate III), 52.227-19, 227.7202, and 1852.227-86, as applicable.

**9. Confidentiality.**

- a. For purposes of this Agreement, the term "Recipient" shall mean the Licensee with respect to Confidential Information (as defined below) supplied hereunder by Primavera, and Primavera with respect to Confidential Information supplied by Licensee. "Confidential Information" means any information, technical data or know-how, including without limitation that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets, or finances of the disclosing party which is identified as confidential at the time of disclosure. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked "Confidential." In the case of disclosures made orally or by visual inspection, the disclosing party shall have the right, or if requested

by Recipient, the obligation, to confirm in writing within sixty (60) days after the disclosure is made, the fact that such information is confidential and protected hereunder. The parties hereby agree that: (i) the Software and all related technical and financial information (including the terms of all Exhibits and applicable Orders(s) hereto) furnished in any manner by Primavera, are and shall be treated as Confidential Information of Primavera; (ii) Recipient shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing party to maintain the confidentiality of the Confidential Information; (iii) Recipient shall exercise the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient's own confidential property; and (iv) Recipient shall disclose Confidential Information to its employees, agents, or contractors required to have knowledge of same to perform their duties pursuant to this Agreement and who have agreed in writing to abide by the confidentiality obligations of this Agreement.

- b. The foregoing confidentiality provisions shall not apply to any information which (i) Recipient can demonstrate was in its possession prior to receipt; (ii) is or subsequently becomes publicly available without Recipient's breach of any obligation owed the disclosing party; (iii) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information; (iv) Recipient can demonstrate was independently developed without reliance on the Confidential Information; or (v) is disclosed pursuant to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the Recipient shall first have given notice to the other party and made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

#### 10. Term and Termination.

The term of this Agreement shall commence upon acceptance of this Agreement by Primavera at its offices in Bala Cynwyd, Pennsylvania, and shall continue in effect until terminated as provided herein.

- a. In the event that either party is in breach of any material obligation hereunder and such default has not been cured within (a) any cure period herein specified, or (b) if no cure period for such default is specified herein, within sixty (60) days after receipt of a written notice detailing such default, then the other party may immediately terminate this Agreement but only if it provides written notice to the breaching party within thirty (30) days after such failure to cure. Notwithstanding the foregoing, Primavera shall have the right to terminate this Agreement immediately in the event Licensee breaches its obligations hereunder respecting limitations of use or confidentiality of the Software, or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, which is not dismissed within sixty (60) days, or has been liquidated.
- b. Licensee acknowledges that, in the event of its breach of the foregoing provisions of this Agreement respecting limitations of use or confidentiality of the Software, Primavera will not have an adequate remedy at law. Primavera shall therefore be entitled to obtain injunctive relief against such breach from any court of competent jurisdiction immediately upon request. Primavera's right to obtain injunctive relief shall not limit its right to seek further remedies.
- c. Upon termination of this Agreement, all rights granted herein will terminate and revert to Primavera. Promptly upon termination of this Agreement for any reason, Licensee shall destroy, as requested by Primavera, all copies of the Software and the third party software products supplied by Primavera, if any, including those in Licensee's possession and those installed on portable computers (whether modified or unmodified), including all copies of User Documentation. Licensee shall certify in writing the destruction of all such materials. The following Sections shall survive termination of this Agreement: Fees and Payments, Reservation of Rights, Prohibited Activities, Warranty, WARRANTY DISCLAIMER, Exclusive Remedy, Limitation of Liability/Exclusion of Damages, U.S. Government Restricted Rights, Confidentiality, Term and Termination, Export Laws and Miscellaneous.
- d. Termination of this Agreement, regardless of cause, shall not relieve Licensee of its obligation to pay all fees that have accrued or are otherwise owed by Licensee under any Order.

**11. Export Laws.** Licensee agrees to comply with all laws and regulations of the United States and other countries and jurisdictions ("Export Laws") to assure that the Software is not exported, directly or indirectly, in violation of Export Laws, or used for any purpose prohibited by Export Laws. Licensee's use of third party software, if any, supplied by Primavera with the Software is subject to the terms of this provision.

#### 12. Miscellaneous.

- a. Except as provided by herein, Licensee may not assign, delegate, or otherwise transfer this Agreement or its rights or obligations hereunder without the prior written consent of Primavera. Any such assignment shall be invalid and unenforceable.
- b. This is the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations, proposals, and understandings, whether written or oral, including those made by sales representatives or dealers of Primavera, concerning the subject matter hereof.

- c. This Agreement, together with the Order(s), exhibits, schedules, appendices and attachments hereto, may not be amended or modified except in writing and signed by authorized representatives of the parties hereto. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.
- d. The terms of this Agreement shall prevail over any additional or conflicting terms in an Order.
- e. The waiver or failure by either party to claim a breach of any provision shall not be a waiver of a breach of any other provision or a subsequent breach of the same provision.
- f. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to the address shown above, and, if addressed to Primavera, delivered to the Vice President of Finance.
- g. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, suspension or failure of necessary transportation systems, or other causes beyond its reasonable control.
- h. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from application to this Agreement. The parties agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement.
- i. The suppliers to Primavera of software included in the Software shall retain all rights and title in and to their respective software and shall be deemed third-party beneficiaries of this Agreement, to the extent permitted by law.
- j. Any provision of this Agreement that is held to be invalid by a court of competent jurisdiction shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

## ***Additional Terms For Primavera® Products: P6, Contract Manager, Cost Manager, Standard Contractor, Contractor Deluxe, Charts and Charts Designer***

### **I. Standard Support Services**

- a. Standard support hours in the US are Monday through Friday, 8:00AM through 8:00PM Eastern time, and Saturday, 9:00AM through 2:00PM Eastern time, exclusive of Primavera holidays. If Licensee is calling outside of support hours, Licensee may leave a voice message for the support representatives. Support is available in the US via telephone at 1-610-668-3030, via FAX at 1-610-667-0652, via e-mail at [usatech@primavera.com](mailto:usatech@primavera.com), and by leaving internet mail at our web site, [www.primavera.com](http://www.primavera.com). Licensee may initiate contact with Primavera support personnel via Primavera's Online INteraction (POINT) system at [www.primavera.com/point](http://www.primavera.com/point).
- b. Standard support hours in the UK are Monday through Thursday, 8:30AM through 6:30PM GMT, Friday 8:30AM through 5:30PM GMT, exclusive of Primavera holidays. Support is available in the UK via telephone at +44-20-8563-5555, via FAX at +44-20-8563-5543, and via e-mail at [uktech@primavera.com](mailto:uktech@primavera.com).
- c. Primavera's web site also contains an online knowledgebase of frequently asked questions and technical bulletins, available 24 hours a day. Licensee must provide a serial number under Support and a POINT login name to access the web knowledgebase at [www.primavera.com/point](http://www.primavera.com/point).

### **II. Third Party Software**

- a. USE OF THE BEA WEBLOGIC® SOFTWARE, IF LICENSED WITH THIS AGREEMENT FOR USE WITH THE PRIMAVERA SOFTWARE, IS SUBJECT TO THE TERMS OF A SEPARATELY EXECUTED BEA WEBLOGIC® LICENSE AMENDMENT.
- b. WHERE AN ORACLE® DATABASE PRODUCT OR AN INTERWOVEN® PRODUCT IS BEING LICENSED WITH THE PRIMAVERA LICENSED SOFTWARE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ORACLE® AND INTERWOVEN® RESPECTIVELY DISCLAIM ALL LIABILITY FOR DAMAGES RELATING TO USE OF ITS PRODUCTS LICENSED HEREUNDER.
- c. Open Source Software. The Software may contain third-party "open source" software packages ("Open Source Programs"). The Open Source Programs are provided free of charge and are copyrighted and licensed for use by third parties under separate license terms. The license terms and source code for the Open Source Programs for Primavera 6.0 can be viewed at the URL's found on the Open Source Programs page of Primavera's website at <http://www.primavera.com/customer/products/opensource60.asp>. The license terms and source code for the Open Source Programs for Primavera 11.0 can be viewed at the URL's found on the Open Source Programs page of Primavera's website at <http://www.primavera.com/customer/products/opensource.asp>. The license terms and source code for the Open Source Programs for Primavera Enterprise Reporting Databases can be viewed at the URL's found on the Open Source Programs page of Primavera's website at <http://www.primavera.com/customer/products/opensourcedw.asp>.
- d. Updates, patches, and fixes, if any, provided as part of the paid software maintenance, may contain third party open source Programs or proprietary software in addition to those third party products disclosed in this Agreement. Licensee agrees to abide by the license terms of such third party software, which may be posted on the webpage referenced above, from time to time, as a condition to installing or otherwise using the upgrade, patch, or fix.
- e. Primavera disclaims all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties of conditions of merchantability and fitness for a particular purpose on behalf of all software suppliers of Open Source Programs. Primavera excludes on behalf of all software suppliers of Open Source Programs all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits.

### **III. If Standard Contractor or Contractor Deluxe is purchased, the following Machine-Specific User definition and license grant are applicable:**

- a. "Machine-Specific User" means a User permitted to install and use: (i) one copy of the Software on a single computer owned, lease or otherwise controlled by User and (ii) a second copy of the Software on a single additional portable computer or other device of the use only by the primary User of the first copy of the Software, subject to the restrictions of the "License Grant" paragraph below.
- b. License Grant. In consideration of the payment of the license fees set forth herein, Primavera hereby grants to Licensee a perpetual, non-exclusive, non-transferable Machine-Specific User license to use the Software in accordance with the terms and conditions of this Agreement. Pursuant to this Machine-Specific User license Primavera grants to Licensee a non-exclusive right to install and use in object code form, for each Machine-Specific User licensed hereunder, one copy of the Software on (a) a single computer owned, leased or otherwise controlled by Licensee and (b) a second copy of the Software on a single additional portable computer or other device for the use only by the primary User of the first copy of the Software. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) of that computer. Licensee may install the Software on the server of a Computer Network for the sole purpose of distributing it to other computer(s), provided that Licensee does not operate the Software on such server and you have obtained a license for each individual computer to which the Software is distributed. A Computer Network is any combination of two or more computers (one of which must be a network server) owned, leased or otherwise controlled by Licensee that are electronically linked and capable of sharing the use of a single software program.

## ***Additional Terms For ProSight® Products***

### **I. Standard Support Services**

- a. For each location where the Software is in use, Licensee shall designate a team of up to two support personnel ("Designated Contacts"), which Licensee may change from time to time, as the qualified points of contact for Customer Support from Licensor. Licensee will provide Licensor with the name, address, and telephone number of both designated support personnel for each location covered by this Agreement. Licensee shall immediately notify Licensor of any change in the name, address, or telephone number of either of the Designated Contacts.
- b. Customer Support Services will consist of technical assistance provided by Licensor's support personnel to Licensee's designated support personnel via telephone, e-mail, and fax.
- c. Standard support hours in the U.S. are Monday through Friday, 7:00 AM to 5:00 PM Pacific Time, exclusive of Primavera holidays. Support is available in the US via telephone at 1-877-632-2278 and via e-mail at [prosightsupport@primavera.com](mailto:prosightsupport@primavera.com). Standard support hours in the UK are Monday through Thursday, 8:30AM through 6:30PM GMT, Friday 8:30AM through 5:30PM GMT, exclusive of Primavera holidays. Support is available in the UK via telephone at +44-20-8563-5555, via FAX at +44-20-8563-5543, and via e-mail at [prosightsupport@primavera.com](mailto:prosightsupport@primavera.com).
- d. Licensee may initiate contact with Primavera support personnel via Primavera's Online INTERaction (POINT) system at [www.primavera.com/point](http://www.primavera.com/point). Primavera's web site also contains an online knowledgebase of frequently asked questions and technical bulletins, available 24 hours a day. Licensee must provide a serial number under Support and a POINT login name to access the web knowledgebase at [www.primavera.com/point](http://www.primavera.com/point).

### **II. Third Party Software**

- a. ALL WARRANTIES OF MICROSOFT CORPORATION AND ITS AFFILIATES ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY GOVERNING LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. ALL LIABILITY OF MICROSOFT CORPORATION AND ITS AFFILIATES FOR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, INCLUDING ATTORNEYS' FEES, ARISING FROM THE USE OR INSTALLATION OF SOFTWARE PROGRAMS AND OTHER PRODUCTS ON MICROSOFT'S PRODUCT LIST, IS DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY GOVERNING LAW.
- c. Microsoft® ASP.NET 2.0 AJAX Extensions with Microsoft Ajax Library is a third-party software product ("AJAX") which is delivered with the SOFTWARE and may be necessary for the operation of the SOFTWARE. AJAX is copyrighted separately and is licensed for use by third parties under separate license terms which can be viewed at <http://asp.net/ajax/downloads/library/>. AJAX is provided free of charge.

### **III. Additional Terms and Conditions for ProSight Products**

1. Record of Named Users. Licensee shall keep a list of Named Users current in the "Set-Up" module of the Software.
2. Forms-only. Forms-only licenses are named-user licenses that permit the user to enter data, modify data, and view data in ProSight Forms, subject to security system settings. Forms-only users may also create new investment items using the Forms module. Forms-only licensees may not access other modules such as Scorecards, Dashboards, Investor Maps, Workbooks, etc. They are limited to only the Forms module of the system. Forms-only licensees may not make configuration changes to Primavera ProSight. Forms-only licenses must be managed as a user group with security system privileges assigned per the above description. Licensee is responsible for ensuring that the terms of this license are enforced. Primavera reserves the right to lock these license privileges with a license key at a future date in a subsequent release of Primavera ProSight.
3. View-only. View-only licenses are named-user licenses that permit the user to view any screens in Primavera ProSight, subject to security system settings. These include Forms, Scorecards, Investor Maps, Workbooks, etc. View-only licensees may not enter or modify any data, may not approve proposals, may not create versions for what-if analysis, nor can they create new investment items. View-only licensees may not make configuration changes to Primavera ProSight. View-only licenses must be managed as a user group with security system privileges assigned per the above description. Licensee is responsible for ensuring that the terms of this license are enforced. Primavera reserves the right to lock these license privileges with a license key at a future date in a subsequent release of Primavera ProSight.
4. Forms-only and View-only licenses must be purchased in bundles of 50 users. If a bundle of 50 users is purchased, future orders may be made in quantities of at least ten users.
5. ProSight Server. This price allows installation of the Primavera ProSight application for production use on one server only. Licensee may also install a development server instance for each production server.

6. Fast Track for PPM/Fast Track for APM. This price permits the installation of the Fast Track product on one production ProSight server only. The purchase of a ProSight Fast Track does not eliminate the scope or cost of Primavera Professional Services for the initial engagement. A specific Work Order under a separate consulting services agreement is required to implement a ProSight Fast Track.
7. Fast Track for CPIC Budgeting BY##. This price permits the installation of the Fast Track product on one production ProSight server only. Fast Track CPIC is offered for a specified U.S. Government Budget Year ("Budget Year"). It must be repurchased for each designated Budget Year. This includes periodic updates throughout the designated Budget Year as OMB guidance changes. Fast Track CPIC subscription is for a Budget Year, not a 12-month period. Regardless when in the calendar year Licensee purchases this subscription, Licensee will receive updates only through the end of that Budget Year. Fast Track CPIC includes Primavera ProSight configuration and XML export utility. The purchase of a ProSight Fast Track does not eliminate the scope or cost of ProSight Professional Services for the initial engagement. A specific Work Order under a separate consulting services agreement is required to implement a ProSight Fast Track.
8. Bridge for Microsoft Project Server 2003. The Bridge for Microsoft Project Server 2003 requires a Professional Services engagement for installation and testing. There are two purchase options: (a) one Bridge for connecting to one MS Project Server; or (b) two or more Bridges for connecting to two or more MS Project Servers at one bundle price.
9. Optimize. The 5 User Pack includes 5 Full Named User Optimize licenses and initial training. The number of Optimize licenses may not exceed the number of Primavera ProSight user licenses.
10. Propose. A Propose license entitles the customer to unlimited numbers of idea submissions from anyone within the enterprise. There is no system administration of accounts and logins for Propose users; from the perspective of Primavera ProSight, they are anonymous users. A Propose license entitles the customer to create and deploy any number of forms for idea capture. The forms may place the captured ideas in any number of portfolios. Propose also permits documents to be uploaded to Primavera ProSight from Forms used with Propose. There is no additional charge for this feature. Propose forms may be embedded in any website, such as a corporate intranet or extranet web site. Propose is not intended for on-going proposal development, such as a business case. An idea may be submitted, but after submission cannot be reviewed by the submitter. A submitter may not go back and edit a previous submission; this requires either a Forms-only or Full license.
11. Bridge for Telelogic System Architect. One bridge is required for each ProSight application server that connects to Telelogic System Architect. Every user of System Architect must license either a Full-Use or Forms-only ProSight license based on each users intended use. The customer should have no fewer ProSight licenses than the equivalent number of System Architect licenses.

## ATTACHMENT II AUTHORIZED RESELLERS (U.S. Only)

### A. AUTHORIZED RESELLERS – PRIMAVERA PRODUCTS/SERVICES ONLY

<i>State/Province</i>	<i>Contact/Mailing Address</i>	<i>Telephone</i>	<i>FAX</i>	<i>Website</i>
<b>Alabama</b>	Deane Evans Evans Technology, Inc. 1335 Northmeadow Parkway, Ste. 110 Roswell, GA 30076	770-751-9950 800-553-0170  Deane Mobile Deane: Ext 3003	770-751-9619	<a href="http://www.evanstech.com">http://www.evanstech.com</a>
<b>Alaska</b>	Patrick Lovelace Nu Solutions Consulting 273 Brighton Gridwood, AK 99587	907-227-6392		<a href="http://www.nu-solutions.com">http://www.nu-solutions.com</a>
<b>Arizona</b>	Jeff Berman PM tec, Inc. 600 W Ray Road, Suite C-3 Chandler, AZ 85225	480.855.7709 480.558.3028 877-405-0111	480.558.3029	<a href="http://www.ccc-key.com">www.ccc-key.com</a>
<b>Arkansas</b>	Blake Powell PMOLink, Inc. 1200 West Causeway Approach Suite 23 Mandeville, LA 70471	985.674.5986	985.674.5995	<a href="http://www.pmolink.com">www.pmolink.com</a>
<b>California</b> 213-310-323- 408-415-510 559-562-626- 650-661-714 760-805-818- 831-858-909 925-949	Donald R. McNatty DRMcNatty & Associates, Inc.  27405 Puerta Real  Suite 260 Mission Viejo, CA 92691	877-367-7990  949-367-7990  Don's Mobile:  949-510-0841	877-367-7999  949-367-7999	<a href="http://www.drmcnatty.com">http://www.drmcnatty.com</a>
<b>California</b> 916, 209, 559, 530, 707, 415 925, 510, 650, 408, 831, 775	Brien Harvey Taradigm  9701 Fair Oaks Blvd, Suite 201 Fair Oaks, CA 95628	916-436-8043		<a href="http://www.taradigm.com">www.taradigm.com</a>
<b>Colorado</b>	Robert Monks Monks Associates  1888 Sherman Street, Ste 780 Denver, CO 80203	800-860-8871 303-860-8870 Robert's Mobile: 303-517-7592 Robert's Home: 303-399-2070 Robert Monks 303-860-8870 ext 111 Tom Atkins 112 Cate Monks	303-860-8879	<a href="http://www.monks.com">www.monks.com</a>

		113 Tom Atkins cell #303-838-2982	home office #303-816-1306 (usually Mon & Fri)	
<b>Colorado</b>	Curt Corrigan  Project Integration 3935 Caddo Parkway  Boulder, CO 80303	303-494-2100 Curt & Wendy Home: 303-499-0808 Wendy Mobile: 303-475-3338	303-494-1500	<a href="http://www.projectintegration.net">www.projectintegration.net</a>
<b>Connecticut 203, 860</b>	Jim Cashman Cashman Associates 19 Orchard Hill Road Canton, CT 06019	860-693-6067	860-693-1717	<a href="http://www.cashmanassociates.com">www.cashmanassociates.com</a>
<b>Delaware</b>	Joe Grecu Catalyst East LLC One Martin Avenue Cherry Hill, NJ 08002	856-662-1290 800-707-0904	856-662-8540	<a href="http://www.@catalystusa.com">http://www.@catalystusa.com</a>
<b>District of Columbia (Washington DC)</b>	Kevin Kianpour Capital Projekts Software, Inc.  550 River Bend Rd Great Falls, VA 22066	703.281.7069  Kevin Home: 703.759.5510 Kevin Mobile: 703.801.7661		<a href="http://www.cpsi.com">http://www.cpsi.com</a>
<b>Florida 772, 850, 904, 941</b>	Deane Evans  Evans Technology, Inc. 385 Center Pointe Circle Suite 1333 Altamonte Springs, Florida 32701	407-786-6116	407-786-2011	<a href="http://www.evanstech.com">http://www.evanstech.com</a>
<b>Florida 239, 305, 561, 754, 786, 954</b>	Keith Wylde  Miami Micro Data 4806 SW 74th Ct. Miami, FL 33155	305-669-3006 800-U-Learn-P3 800-853-2767 Keith Mobile: 305-772-6806	305-669-9314	<a href="http://www.miamimicro.com">www.miamimicro.com</a>
<b>Florida 321, 352, 386, 407, 727, 813, 463</b>	Alan Williams Mid-State Solutions, Inc. 215 Celebration Pl. #500 Celebration, FL 34747	888-644-4248	775-201-3454	<a href="http://www.midstatesolutions.com">www.midstatesolutions.com</a>
<b>Georgia</b>	Deane Evans Evans Technology, Inc. 1335 Northmeadow Parkway. Ste. 110 Roswell, GA 30076	770-751-9950 800-553-0170 Deane: Ext 3003 Deane Mobile: 404-790-4477	770-751-9619	<a href="http://www.evanstech.com">http://www.evanstech.com</a>
<b>Hawaii</b>	(Open territory) Primavera San Francisco			



<b>Idaho</b>	(Open territory) Primavera San Francisco			
<b>Illinois North of I-88 815, 773, 630, 312 and all of 224, 847</b>	Michael Tippet Catalyst Midwest, Inc.  900 N. Arlington Heights Rd.  Suite 150 Itasca, IL 60143	630-775-9810 800-701-3091	630-775-7676	www.catalystusa.com
<b>Illinois South of I-88 815, 773, 630, 312</b>	Rusty Hamilton Catalyst Midwest, Inc.  One Park Fletcher 2601 Fortune Circle East  Suite 300B Indianapolis, IN 46241	317-227-3499 800-701-3091  Rusty Mobile: 1-317-446- 7440	317-227-3489	www.catalystusa.com
<b>Illinois 217, 618, 309</b>	Steve Sudler Catalyst Midwest, Inc. 390 South Woodsmill Rd.  Suite 325 Chesterfield, MO 63017	314-590-1010 800-701-3091 Todd Mobile: 1-314-703- 4308 Todd Home: 1-314-519- 1479	314-590-1005	www.catalystusa.com
<b>Indiana 317, 812, 219, 765 574, 260</b>	Rusty Hamilton Catalyst Midwest, Inc. One Park Fletcher 2601 Fortune Circle East  Suite 300B Indianapolis, IN 46241	317-227-3499  800-701-3091  Rusty Mobile: 1-317-446- 7440	317-227-3489	www.catalystusa.com
<b>Iowa 515, 712, 319</b>	Wayne Nichols Catalyst Midwest, Inc. 880 Blue Gentian Road, Suite 165 Eagan, MN 55121	651-994-9526 800-701-3091	651-994-9533	www.catalystusa.com
<b>Kansas (outside Kansas City - 785, 620, 316)</b>	(Open territory)  Primavera HQ			
<b>Kansas (Kansas City only)  816, 913</b>	Steve Sudler Catalyst Midwest, Inc. 390 South Woodsmill Rd.  Suite 325 Chesterfield, MO 63017	314-590-1010  800-701-3091 Todd Mobile: 1-314-703- 4308	314-590-1005	www.catalystusa.com
<b>Kentucky 502, 270</b>	Rusty Hamilton Catalyst Midwest, Inc. One Park Fletcher 2601 Fortune Circle East	317-227-3499 800-701-3091	317-227-3489	www.catalystusa.com

	Suite 300B  Indianapolis, IN 46241	Rusty Mobile: 1-317-446-7440		
<b>Kentucky 606, 859</b>	Don Monteleone Critical Business Analysis 134 West South Boundary, Suite GG Perrysburg, OH 43551	419-874-0800 800-874-8080  Don Mobile: 419-575-1234 John Mobile 419-345-8880 John Home: 419-874-2522 Cliff Mobile: 419-704-1772	419-874-2219	<a href="http://www.cbainc.com">http://www.cbainc.com</a>
<b>Louisiana</b>	Blake Powell PMOLink, Inc. 1200 West Causeway Approach Suite 23 Mandeville, LA 70471	985-674-5968 Blake's cell: 504-782-2558		<a href="http://www.pmolink.com">www.pmolink.com</a>
<b>Maine</b>	Melissa Stockbridge PL Logic 58 Charles Street Cambridge, MA 02141	617-494-9900	617-494-6060	<a href="http://www.pllogic.com/">http://www.pllogic.com/</a>
<b>Maine 207</b>	Roger Gullo Project Technologies Group 231 E Main St, Suite 202 Milford, MA 01757	508-634-4014	508-634-4015	<a href="http://www.projecttechgroup.com">www.projecttechgroup.com</a>
<b>Maryland</b>	Brett Kligerman CDP, Inc. 5457 Twin Knolls Rd Suite 101 Columbia, MD 21045	800-290-8478  Cell: 610-955-8481	704-542-0215	<a href="http://www.cdp-inc.com">http://www.cdp-inc.com</a>
<b>Massachusetts 508</b>	Melissa Stockbridge PL Logic 58 Charles Street Cambridge, MA 02141	617-494-9900	617-494-6060	<a href="http://www.pllogic.com/">http://www.pllogic.com/</a>
<b>Massachusetts 413, 617, 508, 774, 978, 857, 339, 781, 351</b>	Roger Gullo  Project Technologies Group 231 E Main St, Suite 202 Milford, MA 01757	508-634-4014	508-634-4015	<a href="http://www.projecttechgroup.com">www.projecttechgroup.com</a>
<b>Michigan</b>	Critical Business Analysis 134 W South Boundary, Suite GG Perrysburg, OH 43551	419-874-0800 800-874-8080 Don Mobile: 419-575-1234 John Mobile 419-345-8880 John Home:	419-874-2219	<a href="http://www.cbainc.com">http://www.cbainc.com</a>

		419-874-2522 Cliff Mobile: 419-704-1772		
<b>Minnesota</b> <b>218, 320, 507,</b> <b>612, 651</b> <b>763, 952</b>	Wayne Nichols CatalystMidwest, Inc. 880 Blue Gention Road, Suite 165 Eagan, MN 55121	651-994-9526  800-701-3091	651-994-9533	<a href="http://www.catalystusa.com">www.catalystusa.com</a>
<b>Mississippi</b>	Blake Powell PMOLink, Inc. 1200 West Causeway Approach  Suite 23 Mandeville, LA 70471	985-674-5968 Blake's cell: 504-782-2558 Doug Kibler cell: 985-397-2776		<a href="http://www.pmolink.com">www.pmolink.com</a>
<b>Missouri</b>	Steve Sudler Catalyst Midwest, Inc. 390 South Woodsmill Rd.  Suite 325 Chesterfield, MO 63017	314-590-1010 800-701-3091 Todd Mobile: 1-314-703-4308 Todd Home: 1-314-519-1479	314-590-1005	<a href="http://www.catalystusa.com">www.catalystusa.com</a>
<b>Montana</b>	(Open territory) Primavera San Francisco			
<b>Nebraska</b> <b>308, 402</b>	Wayne Nichols Catalyst Midwest, Inc. 880 Blue Gention Road, Suite 165 Eagan, MN 55121	651-994-9526  800-701-3091	651-994-9533	<a href="http://www.catalystusa.com">www.catalystusa.com</a>
<b>Nevada</b> <b>916, 209, 559,</b> <b>530, 707, 415</b> <b>925, 510, 650,</b> <b>408, 831, 775</b>	Brien Harvey Taradigm 9701 Fair Oaks Blvd, Suite 201 Fair Oaks, CA 95628	916-436-8043		<a href="http://www.taradigm.com">www.taradigm.com</a>
<b>New Hampshire</b>	Melissa Stockbridge PL Logic (NH Sales Office) 1620 E Main St Center Conway, NH 03813	603-447-5433	603-994-8315	<a href="http://www.pllogic.com/">http://www.pllogic.com/</a>
<b>New Hampshire</b> <b>603</b>	Roger Gullo Project Technologies Group 231 E Main St, Suite 202 Milford, MA 01757	508-634-4014	508-634-4015	<a href="http://www.projecttechgroup.com">www.projecttechgroup.com</a>
<b>New Jersey</b>	Joe Grecu Catalyst East LLC One Martin Avenue Cherry Hill, NJ 08002	856-662-1290  800-707-0904	856-662-8540	<a href="http://www.@catalystusa.com">http://www.@catalystusa.com</a>
<b>New Mexico</b>	Jann Pierce PM tec, Inc. 2021 Girard Suite 275 Albuquerque, NM 87106	505-260-8000 800-897-9023 Janns's Cell 505-681-8200	505-260-8001	<a href="http://www.pmttec.com">www.pmttec.com</a>
<b>New Mexico</b>	Greg Hanson PM tec, Inc.	505-661-7422	505-661-7421	<a href="http://www.pmttec.com">www.pmttec.com</a>

	2101 Trinity Dr., Suite T Los Alamos, NM 87544			
<b>New York</b> <b>212, 718, 646,</b> <b>917</b> <b>914, 516, 631</b>	Joe Grecu Catalyst East One Martin Avenue Cherry Hill, NJ 08002	856.662.1290 800.707.0904		<a href="http://www.@catalystusa.com">http://www.@catalystusa.com</a>
<b>New York</b> <b>315, 716, 607</b>	(Open territory) Primavera HQ			
<b>New York</b> <b>518</b>	Jim Cashman Cashman Associates 19 Orchard Hill Road Canton, CT 06019	860-693-6067	860-693-1717	<a href="http://www.cashmanassociates.com">www.cashmanassociates.com</a>
<b>North Carolina</b>	Paul Riefenberg CDP, Inc. P.O. Box 472046 8000 Corporate Center Drive, Suite 111 Charlotte, NC 28226	704-542-6339 800-648-0527 Paul's Home: 704-532-8240 Paul's Mobile: 704-966-6370	704-542-0215	<a href="http://www.cdp-inc.com">http://www.cdp-inc.com</a>
<b>North Dakota</b>	Wayne Nichols Catalyst, Midwest Inc. 880 Blue Gentian Road, Suite 165 Eagan, MN 55121	651-994-9526 800-701-3091	651-994-9533	<a href="http://www.catalystusa.com">www.catalystusa.com</a>
<b>Ohio</b>	Don Monteleone Critical Business Analysis 134 West South Boundary, Suite GG Perrysburg, OH 43551	419-874-0800 800-874-8080  Don Mobile: 419-575-1234 John Mobile 419-345-8880 John Home: 419-874-2522 Cliff Mobile: 419-704-1772	419-874-2219	<a href="http://www.cbainc.com">http://www.cbainc.com</a>
<b>Oklahoma</b>	Jeff Collins Innovative Management Solutions 7160 North Dallas Parkway Suite 320 Plano, TX 75024	469-467-9221	469-467-0162	<a href="http://www.ims-web.com">www.ims-web.com</a>
<b>Oregon</b>	Dale Henningsen Stenstrom Group-OR 4872 SE Casa del Ray Portland, OR 97222	503.679.5333		<a href="http://www.stenstromgroup.com">http://www.stenstromgroup.com</a>
<b>Pennsylvania</b> <b>814, 412, 724</b>	Laura Goetsch  The Simplex Group  1013 E. Carson Street  Pittsburgh, PA 15203	412-431-1249 1-800-847-7539 Laura: 412-432-1010 Susan: 412-432-1012 Beth: 412-432-1005	412-431-4063	<a href="http://www.simplexgroup.com">www.simplexgroup.com</a>

<b>Pennsylvania</b> 215, 610, 717, 484, 267	Joe Grecu  Catalyst East One Martin Avenue Cherry Hill, NJ 08002	856-662-1290  800-707-0904	856-662-8540	<a href="http://www.catalystusa.com">http://www.catalystusa.com</a>
<b>Puerto Rico</b>	Grau Bonet The ENIAC Corporation CPM Plaza Corporate Office Park #36 Carretera #20 suite 103 Expreso Martinez Nadal Guaynabo, PR 00966	787.793.4044		<a href="http://Eniac-corp.com">Eniac-corp.com</a>
<b>Puerto Rico</b>	Keith Wylde  Miami Micro Data 4806 SW 74 <sup>th</sup> Ct. Miami, FL 33155	305-669-3006 800-U-Learn- P3 800-853-2767	305-669-9314	<a href="http://www.miamimicro.com">www.miamimicro.com</a>
<b>Rhode Island</b>	Melissa Stockbridge Project Logic 58 Charles Street Cambridge, MA 02141	617-494-9900	617-494-6060	<a href="http://www.pllogic.com/">http://www.pllogic.com/</a>
<b>Rhode Island</b> 401	Roger Gullo Project Technologies Group 231 E Main St, Suite 202 Milford, MA 01757	508-634-4014	508-634-4015	<a href="http://www.projecttechgroup.com">www.projecttechgroup.com</a>
<b>South Carolina</b>	Paul Riefenberg CDP, Inc. P.O. Box 2046 8000 Corporate Center Drive Suite 111 Charlotte, NC 28226	704-542-6339 800-648-0527 Paul's Home:  704-532-8240 Paul's Mobile: 704-966-6370	704-542-0215	<a href="http://www.cdp-inc.com">http://www.cdp-inc.com</a>
<b>South Carolina</b>	Deane Evans Evans Technology, Inc. 1335 Northmeadow Parkway. Ste. 110 Roswell, GA 30076	770-751-9950 800-553-0170 Deane: Ext 3003 Deane Mobile: 404-790-4477	770-751-9619	<a href="http://www.evanstech.com">http://www.evanstech.com</a>
<b>South Dakota</b>	Wayne Nichols Catalyst Midwest, Inc. 880 Blue Gentian Road, Suite 165 Eagan, MN 55121	651-994-9526 800-701-3091	651-994-9533	<a href="http://www.catalystusa.com">www.catalystusa.com</a>
<b>Tennessee</b>	Deane Evans Evans Technology, Inc. 1335 Northmeadow Parkway. Ste. 110 Roswell, GA 30076	770-751-9950 800-553-0170 Deane: Ext 3003 Deane Mobile: 404-790-4477	770-751-9619	<a href="http://www.evanstech.com">http://www.evanstech.com</a>
<b>Texas</b>	Jeff Collins	469-467-9221	469-467-0162	<a href="http://www.ims-web.com">www.ims-web.com</a>

	Innovative Management Solutions 7160 North Dallas Parkway Suite 320 Plano, TX 75024			
<b>Utah</b>	Fred Johnson  Intermountain Project Controls 2825 E Cottonwood Pkwy Suite 500 Salt Lake City, UT 84121	866.302.8244 Cell: 801.618.9200		<a href="http://www.intermountainprojectcontrols.com">www.intermountainprojectcontrols.com</a>
<b>Vermont</b>	Melissa Stockbridge PL Logic 58 Charles Street Cambridge, MA 02141	617-494-9900	617-494-6060	<a href="http://www.pllogic.com/">http://www.pllogic.com/</a>
<b>Vermont 802</b>	Roger Gullo Project Technologies Group 231 E Main St, Suite 202 Milford, MA 01757	508-634-4014	508-634-4015	<a href="http://www.projecttechgroup.com">www.projecttechgroup.com</a>
<b>Virginia 804, 757, 434, 276</b>	Paul Riefenberg CDP, Inc. P.O. Box 2046 8000 Corporate Center Drive, Suite 111 Charlotte, NC 28226	704-542-6339  800-648-0527 Paul's Home: 704-532-8240 Paul's Mobile: 704-966-6370	704-542-0215	<a href="http://www.cdp-inc.com">http://www.cdp-inc.com</a>
<b>Virginia 703, 571</b>	Kevin Kianpour Capital Projekts Software, Inc. 550 River Bend Rd Great Falls, VA 22066	703-281-7069  Kevin Home: 703-759-5510 Kevin Mobile: 703-801-7661	703-652-7133	<a href="http://www.cpsi.com">http://www.cpsi.com</a>
<b>Virgin Islands  (US Virgin Islands)</b>	Keith Wylde  Miami Micro Data 4806 SW 74th Ct. Miami, FL 33155 USA	305-669-3006 800-U-Learn- P3 800-853-2767 Keith Mobile: 305-772-6806	305-669-9314	<a href="http://www.miamimicro.com">www.miamimicro.com</a>
<b>Washington</b>	Jeremy Davis Integrated Project Solutions, Inc. 2353 130th Ave NE, Suite 200 Bellevue, WA 98005	425-688-1204 877-688-1204 Charlie Mobile 206-465-9918 Kevin Mobile 503-704-7254	425-688-1205	<a href="http://www.iproj.com">www.iproj.com</a>
<b>Washington</b>	Mark Stenstrom Stenstrom Group 2401 Bristol Court SW Olympia, WA 98502	360-754-2122	360-754-4240	<a href="http://www.stenstromassociates.com">www.stenstromassociates.com</a>
<b>West Virginia</b>	Paul Riefenberg CDP, Inc. P.O. Box 2046	704-542-6339 800-648-0527 Paul's Home:	704-542-0215	<a href="http://www.cdp-inc.com">http://www.cdp-inc.com</a>

	8000 Corporate Center Drive Suite 111 Charlotte, NC 28226	704-532-8240		
<b>Wisconsin EXCEPT 715</b>	Michael Tippet Catalyst Midwest, Inc. 900 N. Arlington Heights Rd. Suite 150 Itasca, IL 60143	630-775-9810 800-701-3091	630-775-7676	<a href="http://www.catalystusa.com">www.catalystusa.com</a>
<b>Wisconsin 715</b>	Wayne Nichols Catalyst Midwest, Inc. 880 Blue Gentian Road, Suite 165 Eagan, MN 55121	651-994-9526 800-701-3091	651-994-9533	<a href="http://www.catalystusa.com">www.catalystusa.com</a>
<b>Wyoming</b>	(Open territory) Primavera San Francisco			

## B. AUTHORIZED RESELLERS – PROSIGHT PRODUCTS/SERVICES ONLY

### Merlin Technical Solutions, Inc., a Colorado corporation

Attn: James C. Regele, VP/COO  
 7730 E. Belleview Avenue, Suite A-306  
 Greenwood Village, Colorado 80111  
[jregele@merlints.com](mailto:jregele@merlints.com)  
 303-339-2202 (office)  
 303-221-0534 (fax)

### The Presidio Corporation

POC: Jackie Arnett  
 7601 Ora Glen Drive, Suite 100  
 Greenbelt, Maryland 20770  
 301-313-2000 (office)  
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